

Memorandum of Understanding

This Memorandum of Understanding is made at Pune on 24th December, 2021

BETWEEN

ASM institute of Professional Studies, having its Registered Office at Sr. No. 29/1 +2A, CTS no. 4695, Wing -B, old Mumbai Road, behind Sterling Honda showroom, Pimpri colony, Pune-18. hereinafter referred to as "College" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **First Part**,

AND

BREATH Program, a training and consulting partner having its registered office at 739, Somwar Peth, Talegaon Dab hade, Pune 410506, hereinafter referred to as "BREATH" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **Second Part**

WHEREAS:

1. **ASM Institute of Professional Studies** is an educational institution affiliated to the Savitribai Phule Pune University
2. Breath program is engaged in the field of education & employability domain that provides training and consultation to students, working professionals and corporates in affordable cost structure.
3. ASM institute of Professional Studies is willing to enter into a Memorandum of Understanding (MOU) with Breath for the skills enhancement training program through the technology platform or other face to face initiatives.

Mission: Bharat Rising In Industrial Excellence & Analytics And Thrive To Be Industrial Super Power By 2047.

Regd. Off. : 739, Somwar Peth, Talegaon Dabhade, Pune -410506

Phone: (+91) 9403058209, **E-mail:** santosh.awasarkar@breathprogram.com; www.breathprogram.com



NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Objective:

The objective of this MOU is to enable students, Alumni and working professionals of the college access to resources that would enhance their employability & career prospects.

2. Period of MOU:

This MOU shall come into force and effect from the date of execution and shall remain valid for a period of 2 year from such date after which the same may be reviewed by either party. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.

3. Roles & Responsibilities of the College:

- a. The College shall be responsible to establish a national level 'CENTER FOR MANAGEMENT EXCELLENCE & ANALYTICS' in association with Team BREATH Program for training & consultation services in the area of business excellence and analytics for students, alumni, working professionals, Healthcare corporates also includes-SMEs and Start-ups across country.
- b. The College shall be responsible to nominate one person with adequate accountability and responsibility to coordinate the engagement. The person so appointed would act as the single point of contact (SPOC) for the proposed initiative.
- c. The College shall share in their letterhead the details of the students who will attend the aforesaid training program with BREATH like name, email ID, contact details, Name of the Company in which Candidate is placed (current Company), qualification (along with the year of completion/pursuing) and other documents as per BREATH training requirements.

- d. The College shall be responsible for establishing marketing network, reaching out to potential prospective customers like and not limited to students across management colleges, alumni, working professionals, corporates etc.) and ensure that proper publicity & promotion of the Program is made through college website and through adequate platforms.
- e. To encourage the students, alumni, working professionals & corporates to register for the Program by informing them about the benefits of the program.
- f. College to refrain conducting any of their training or call with the students when BREATH training is going on. It would be their responsibility to ensure that all registered participants adhere to training schedule.
- g. To provide all the support services and facilities to BREATH during the conduct of the said Training & Consultation Program.
- h. To coordinate with BREATH and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by BREATH, as per schedule communicated by BREATH.
- i. To provide the placement details of the students who have undergone the aforesaid training.

4. Roles & Responsibilities of BREATH:

- a. BREATH shall be responsible to provide access to employability enhancement related activities through blended learning model that includes 'training & mentoring' at suitable schedules, simulated projects, tests & assessments, certifications, consultations, limited access to Business optimisation tool for deployment etc. under agreed terms with prospects.
- b. BREATH will facilitate placement of students with their client/ customer companies in suitable positions and also recruit for any of their own requirements.

- c. BREATH will assist college in facilitating promotional activities like conducting planned introductory / ice breaking sessions with prospects, developing content of marketing collaterals and will also promote the services of center across its network.

5. Other Terms & Conditions:

Following are the other terms and conditions of MOU:

- a. The students enrolled should complete the training as scheduled.
- b. Program Coordinator to be appointed by college.
- c. TPO's active support and participation is required for smooth & efficient conduct of the program.
- d. The College shall not write/publish any material or use any logos/names of BREATH/ in any of the publications without prior written consent and approval from BREATH.

6. Commercials:

Center should strive for **monetization** of its services and both parties in agreement shall demonstrate requisite efforts to commercialize and monetize the services. Commercials i.e., revenue share shall be shared in proportion of 50% (Breath Program): '50%' (College) for their services contributed in establishment of center and execution of its services. Commercial Agreement shall be subject to null and void, if any party is unable to fulfill agreed roles and responsibilities.

7. Certification:

Certificates shall be awarded jointly by BREATH in association with college to the participants on successful completion of the training and clearing of the assessment held post completion of the training program.

8. Limitations and Warranties:

Both parties agree that it would be their endeavor to prevent any liability arising out of default or non-compliance of the MOU terms by the other party.

9. Termination:

- a. Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms or non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such 30 days.
- b. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Training Programs, which would be without any hindrance and would be progressed for completion.

10. Entirety & Amendment:

This MOU contains the entire understanding between the Parties in relation to the Training Program. If during the operation of the MOU, circumstances may rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

11. Intellectual Proprietary Rights:

All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same. Upon termination of this MOU and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this MOU shall return such information to the requesting Party.

12. Confidential Information:

- a. Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or

- received during the course(s) of performance hereunder, save that which is inconsequential or obvious;
- b. Already in its possession other than as a result of a breach of this clause; or in the hands of the public other than as a result of a breach of this clause.
 - c. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.
 - d. The College agrees not to deal directly or entering to any agreement with any clients of BREATH and with any competitor of Breath program that provides similar services and also refrain from delivering similar services with in-house resources without consent of Breath program for duration of agreement validation (i.e. 2 yrs.), should not share any information with them related to the services during the term of the agreement and also after the agreement have been terminated, not earlier than two years from the date of termination.

13. Force Majeure:

- a. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- b. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party

claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

14. Non-Solicitation:

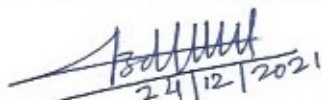
The College agrees that during the term of this Agreement and for a period of two (2) years after the termination or expiry thereof, it shall not, directly or indirectly, employ, contract, solicit, hire or otherwise utilize the services of an existing employee of BREATH

15. Jurisdiction and Arbitration:

- a. In the event of any dispute or difference between the Parties hereto, the courts in Pune alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Pune, Maharashtra.
- b. Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual consultation and agreement, by the Parties to this MOU. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Pune, India.

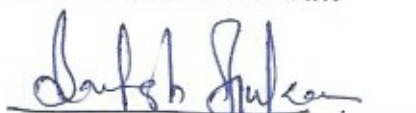
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as on the day, month and year first hereinabove written

For ASM Institute of Professional Studies


24/12/2021
(Authorized Signatory)

Name: Dr. Sudhakar Bokephode

For BREATH PROGRAM


(Authorized Signatory)

Name: Santosh Dnyaneshwar Awasarkar

